



Request for Proposal 09-X-39844

For: Aircraft Maintenance: Parts and Service for NJ State Police and NJDEP

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	6/3/08	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	6/18/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agencies

New Jersey State Police
NJDEP – Div. of Parks and Forestry
State of New Jersey

Date: May 12, 2008

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of New Jersey State Police and NJDEP Bureau of Forest Management. This RFP is divided into three categories:

Category 1 for Service and Parts (contractor installed) for each type of aircraft

Category 2 for Parts only (user installed) for each type of aircraft

Category 3 for Consignment Engines

The purpose of this RFP is to solicit bid proposals for Category 1, Service and Parts (contractor installed) maintenance of each type of aircraft listed herein, in order to provide engine service/parts; airframe service/parts, avionics service/parts; and instrument repair and re-certification and calibration service/parts and Category 2, Parts only (user installed) for engine parts, airframe parts, avionics parts and instrument parts for each type of aircraft listed herein. Category 3 Consignment Engines is for the monthly rental, hourly usage charges and re-certification fees of engines consigned to a Using Agency. This is to assure a high operationally ready status of the various aircraft assigned to and operated by the New Jersey State Police Aviation Bureau and the DEP Bureau of Forest Fire Management in support of medical evacuation, disaster control, search and rescue, forest fire command and control and other high interest quick response activities.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a re-procurement of the **Maintenance of Aircraft: Parts & Service**, three (3) year term contract, presently due to expire on **August 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T # 0172** at: <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal MUST be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests MUST include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists will govern for the entire two (2) year period of the contract, or may be revised in the second year and subsequent extensions as per Section 1.5.1 below. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP through the entire two (2) year period of the contract.

1.5.1 SUBMISSION OF REVISED PRICE LISTS

For the second year of the contract, the State will permit contractor(s) to submit revised price lists for parts only which will be applicable for the second year of the contract period. The revised manufacturer's price list **(for parts only)** for each aircraft type awarded must be received by the Purchase Bureau no later than ten (10) business days prior to the end of year one of the contract. The discount originally bid will be applied to the price list for the second year of the contract. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the second year of the contract based on the manufacturer's parts price list originally submitted for the first year of the contract.

1.5.2 All discounts offered must be firm for the entire two (2) year period of the contract and any extension thereof.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or MUST - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

Unless otherwise noted within this RFP; all terminologies and descriptions shall hold the meaning as commonly used in the Federal Aviation Regulations (FARs) and industry/manufacturers glossary of terms. For example:

ADS – Airworthiness Directives

Aircraft on Ground (AOG) - Aircraft is grounded for maintenance and awaiting parts/repairs and therefore requires expedited attention.

Avionics - Includes radio, radar and navigation systems, supplied/repaired by an FAA certified repair station.

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulations

FCC – Federal Communications Commission

Parts - An FAA/manufacturer certified airframe/engine assembly such as bearings, fasteners, rotor blades, shafts, fittings, instruments, controls and components including overhauled or repaired items.

Service - Includes maintenance, repair, installation, overhaul and recertification conducted by an FAA certified approved repair station.

STC's – Standard Terms and Conditions

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The contractors shall provide various aircraft maintenance services and parts as categorized in this RFP, as well as, the price sheets of this RFP so as to assure a high operationally ready status of aircraft assigned to, and operated by, the New Jersey State Police Aviation Bureau and the New Jersey Forest Fire Service. In addition, each contractor providing such parts and/or services shall provide all documentation required by FAA regulations including work and repair orders, shipping documents, invoices, FAA Forms 337, 8130, 8010, STCs, ADS and all other associated documentation relating to the work performed or part supplied to the Using Agency. No repair, service, or part will be accepted by the Using Agencies without the documentation specified above. All requirements specified in this RFP are the responsibility of the contractor.

3.1 COMPOSITION OF N.J. AIRCRAFT/HELICOPTER FLEET

Aircraft covered under this contract are owned by the State of New Jersey and are not covered by other maintenance contracts.

Types of aircraft covered include but are not limited to those identified below.

3.1.1 STATE POLICE – (8)

- (1) Bell 206/0H-58A+ w/RR 250C20C
- (1) Bell 206B3 w/RR 250C20J
- (2) Bell 206 I with Rolls Royce Allison 250C30P
- (5) Sikorsky S76B with PT6 - B36A

3.1.2 FOREST FIRE SERVICE – (8)

- (1) Bell 47G2 with 0-435AIF Lycoming Engine
- (2) Bell 206 with RR C20B Turbine
- (2) Bell 205/UH 1H with T53 Lycoming Turbine
- (1) Cessna U206G with Continental 0-520 Engine
- (1) Cessna 182 with Continental 0-470 Engine
- (1) Piper Super Cub with Lycoming Piston 0-320

***NOTE:** *The fleet composition and mix may change through additions/deletions. The State reserves the right to make required adjustments during the period of the contract through addition/deletions including but not limited to composition, mix and aircraft type not currently listed.*

3.1.2.1 AIRCRAFT LOCATION

Aircraft covered by this contract are located as follows:

State Police – State Wide

Forest Fire - State Wide

3.1.2.2 AGENCY CONTACTS

New Jersey State Police Aviation Service	New Jersey Forest Fire Service
Ship to: Division of State Police Aviation Bureau Trenton Mercer Airport Scotch Road West Trenton, NJ 08628 Fax: (609) 698-3913	Ship to: NJ Forest Fire Service Coyle Field Rt. 72, Mile Post #10 Chatsworth, NJ 08019 Phone: (609) 698-0197
Bill to: Division of State Police Aviation Bureau Box 7068 West Trenton, NJ 08628 Contracting Officer Designee Capt. John McKevitt (609) 882-2000 EXT. 2714 (609) 882-8110 (FAX)	Bill to: Dept. Of Environmental Prot. Forest Fire Service Box 404, 501 East State St. Trenton, NJ 08625 Contracting Officer Designee Mr. Maris G. Gabliks (609) 292-1869 (609) 984-0378 (FAX)

Each make and model of aircraft is represented by a group of lines on the attached pricing pages. The aircraft groupings with services/parts required are as follows:

NO.1 BELL 206 (OH-58A+ / B3/ I) HELICOPTER: (LINE NUMBERS 00001 - 00014) (6 units)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.2 BELL 205/UH 1H HELICOPTER: (LINE NUMBERS 00015 – 00028) (2 units)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.3 BELL 47G2 HELICOPTER: (LINE NUMBERS 00029 - 00042) (1 unit)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.4 SIKORSKY S76B with PT6 B36A HELICOPTER: (LINE NUMBERS 00043 - 00056) (5 units)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.5 CESSNA U-206/AIRPLANE: (LINE NUMBERS: 00057 - 00070) (1 unit)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.6 CESSNA 182/AIRPLANE: (LINE NUMBERS 00071 - 00084) (1 unit)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

NO.7 PIPER PA-18/AIRPLANE: (LINE NUMBERS 00085 - 0098) (1 unit)

- _ Engine
- _ Airframe
- _ Avionics
- _ Instruments

3.2 FEDERAL AVIATION ADMINISTRATION (FAA) WEBSITE

All products and services are governed by the Federal Aviation Administration (FAA) and its Federal Aviation Regulations (FARs). Information on referenced FARs may be found at:

http://www.airweb.faa.gov/Regulatory_and_Guidance_Library/rqWebcomponents.nsf/HomeFrame?OpenFrameSet

3.3 CONTRACTOR PERSONNEL REQUIREMENTS

All supervisors, inspectors and mechanics supervising, inspecting or performing maintenance, repair and calibration / testing service services on any aircraft, engine or components covered by this contract shall be FAA licensed and maintain proficiency in accordance with the FARs and be manufacturer (factory) trained, as appropriate, for type engine/aircraft, avionics, instruments and components being serviced. **(The bidder must submit Bidder Information Sheet # 2 FAA Certifications)**

All supervisors, inspectors and mechanics are required to be thoroughly familiar with appropriate FAA advisory circulars, FAA regulations, airworthiness directives, manufacturer's service letters and bulletins and engineering orders appropriate to the facility being operated and the type of engines, airframe, avionics and instruments being serviced.

3.4 CATEGORY 1 - SERVICE AND PARTS

The categories of parts/service are as follows:

Engine/Parts and Service
Airframe/Parts and Service
Avionics Parts and Service
Instrument Repair and Calibration Parts and Service
Non-destructive testing services
Altimeter system certification services

3.4.1 CATEGORY 2 - PARTS ONLY

Engine/Parts
Airframe/Parts
Avionics Parts
Instrument Repair and Calibration Parts

3.5 TYPES OF SERVICE

Service to be provided pursuant to this contract shall include, but not be limited to:

100 hour inspections	Engine repair	Avionics installation
Annual inspections	Overhaul	Altimeter certification system testing
Sheet metal repair	Paint and Painting	Non destructive airframe testing

3.6 COMPLIANCE FOR CATEGORY 1 - SERVICES

The contractor providing engine services, airframe services, avionics services, instrument repair and calibration services, non-destructive testing and altimeter certification services shall be certified and licensed as an approved FAA repair station in accordance with Federal Aviation Regulations (FAR) Part 145 and shall be a certified manufacturer's service station for type engine, airframe, avionics and instruments being serviced and be responsible for warranty repair work. The bidder must submit certification and license as approved FAA repair station with its bid proposal.

The contractor shall be licensed under New Jersey Administrative Code Title 16, as appropriate.

The avionics contractor shall also be licensed by the Federal Communications Commission (FCC).

The contractor shall maintain flight line facilities and employ service personnel capable of responding to emergency and/or Aircraft on Ground (AOG) situations, within one hour of notification, at either the State facility or the contractor facility. The AOG response time of one hour is a requirement to begin preparing to address the AOG situation within the one hour time frame.

***Note:** Manufacturer approved parts must be used in repair and overhaul of State aircraft engines and all components.

3.6.1 COMPLIANCE FOR CATEGORY 1 / CATEGORY 2 – SUPPLY OF PARTS

3.6.1.1 Any contractor providing parts shall use only those parts manufactured under FAR Part 21 and in accordance with manufacturer's specifications. The contractor should familiarize itself with FAA Advisory Circular # 21-29B, pertaining to approved and/or unapproved parts and materials. Any part or material supplied or used on State aircraft that is determined to be unapproved will be rejected and a formal complaint will be filed with the Contract Compliance and Audit Unit (CCAU) which may place the affected contract in jeopardy of termination or affect future contract awards.

3.6.1.2 The contractor shall be licensed under New Jersey Administrative Code Title 16 as appropriate.

3.6.1.3 The contractor shall be certified by the FAA and appropriately licensed/certified by the manufacturer to provide the parts used in this contract.

3.7 WARRANTY - PARTS

3.7.1 Category 1 contractor(s) shall provide a copy of the warranty to the Using Agency for all parts used to complete Category 1 services for this RFP.

3.7.2 Category 2 contractor(s) shall provide a copy of the warranty to the Using Agencies for all parts supplied to the State in this RFP.

3.7.3 Parts that are within the warranty period and found to be defective by the State, as supplied by either a Category 1 contractor or Category 2 contractor shall be the full responsibility of the contractor to pick up and replace the defective part(s), at no additional cost to the State.

3.8 OWNERSHIP - REMOVED EQUIPMENT/COMPONENTS

Any and all equipment or components removed from the aircraft during the performance of any aircraft service, repair or installation shall remain the sole property of the New Jersey State Police or New Jersey Forest Fire Service as appropriate.

3.9 CATEGORY 3 - CONSIGNMENT ENGINES (PRICE LINE 00099 – 00110)

The contractor shall have the capability of providing consignment engines and components on site in New Jersey to support State aircraft, as required. Consignment engines and components may be kept at a designated facility in the State of New Jersey. It is not expected that the consigned engines and components will be for the sole use of the State of New Jersey.

3.9.1 All consignment engines will be rented on a one month minimum basis and thereafter on a pro-rated monthly basis for any subsequent rental months per type of aircraft engine. (for example a consignment engine rented for 1 month and 1 week will be paid 1.25 of the monthly rate)

3.9.2 Consignment engines will also have an hourly usage charge for actual hours used on the consignment engine.

3.9.3 Re-Certification of consignment engines to complete engine power check in the engine test cell. All recertification will be based on a fixed flat rate per type of engine/aircraft as required.

3.10 PARTS ORDERING/DELIVERY

All in-stock parts ordered shall be delivered within 12 hours of receipt of order placed during normal work hours, Monday thru Friday, FOB shipping point, to State Police Aviation Facility, Trenton-Mercer Airport, Trenton, New Jersey or NJ Forest Fire Service/Coyle Field, Route 72, mile marker 10.5, Chatsworth, NJ 08019. In circumstances where the Aviation & Forestry Service requires expedited delivery of parts, the Using Agency will determine the mode of delivery and will be responsible for the associated freight costs as per price lines 00111 and 00112. **(See Bidders information sheet # 3 Warehouse and Service Details)**

All Aircraft on Ground (AOG) parts requiring manufacturer/contractor support shall be delivered within 24 hours or less from FOB shipping point to the State Police Aviation Facility, Trenton-Mercer Airport, Trenton, New Jersey or NJ Forest Fire Service/Coyle Field Rt. 72 mile marker 10.5 Chatsworth, NJ 08019. Federal Express Priority One, Express Overnight Mail or equivalent are acceptable modes of transportation for meeting A.O.G. Delivery.

3.11 PACKING AND SHIPPING

1. Packaging material used shall protect the product to ensure safe shipment.
2. Shipping cases shall show the name of the supplier, name and address of receiving agency and State purchase order number.

3.12 DELAYS IN SHIPMENT

In the event the selected contractor cannot accept an order or accepts an order for parts/services and thereafter fails to deliver the parts/services ordered within the time frame set forth herein, the State is free to order parts/services from the next lowest cost contractor. If that contractor cannot provide parts/services and the State obtains parts/services from any other source, any increase in costs to the State may be charged to the originally selected contractor.

3.13 EMERGENCY SERVICES CAPABILITY

The contractor shall have the capability to provide emergency field service and recovery of disabled aircraft. In addition, bidders should provide with its bid proposal, a current list of contacts and after regular business hours phone numbers for emergency contact by the State. If not submitted with its bid proposal, the bidder MUST within seven (7) business days of written notification from the State provide the Emergency contact list. Failure to provide contact list within this time frame will be cause for rejection of its bid proposal.

3.14 CATEGORY 1 - CONTRACTOR FACILITIES

The bidder shall provide a secure maintenance facility with 24 hour security provided. The services contractor(s) shall assure that no unauthorized personnel have any access to any New Jersey State Police Equipment while said equipment is under the care, custody or control of the contractor. At the close of a normal workday, all State aircraft shall be secured within a locked facility, no exceptions.

3.15 CATEGORY 1 - FACILITIES SURVEYS AND INSPECTIONS

The State reserves the right to periodically, and at any time during normal work hours, inspect the contractor's work location. These inspections may take place either prior to, or anytime during the term of the contract.

Should the result of any inspection made by the State indicate that any material/parts supplied do not meet FAA regulations or contract specifications; the contractor shall promptly rectify the situation at no additional cost to the State.

3.16 CATEGORY 1 - WORKMANSHIP CERTIFICATION / WARRANTY

All workmanship shall conform to manufacturers' instructions and service manuals and/or FAA Circulars 43.13-1B and 43.13-2A, acceptable methods, techniques and practices.

The bidder MUST provide a standard warranty on workmanship and repair (copy should be submitted with its bid response). If not submitted with its bid proposal, the bidder MUST within seven (7) business days of written notification from the State provide a standard workmanship warranty for parts and repairs. Failure to provide workmanship warranty within this time frame will be cause for rejection of its bid proposal.

3.17 CATEGORY 1 - MAINTENANCE OF RECORDS – COMPONENTS

The contractor shall maintain records and certificates of manufacture for all major components. A copy of the work order explaining in detail the work performed shall be provided with all overhauled / repaired components regardless of whether the component was actually overhauled / repaired by the contractor at its facility or elsewhere.

3.18 DEVIATIONS / SUBSTITUTIONS

All services shall be performed as described in Section 3.0 of this RFP. **Deviations are not permitted, unless the bidder can explain in detail that deviation is of material benefit to the State and provides service levels at least equal to those specified.**

3.19 METHOD OF OPERATION

Usage of this contract will be based on the Using Agency seeking Parts and/or Service from the lowest cost bidder capable of completing all aspects of the required service, combined with the ability of a contractor to meet the turnaround required on the specific repair.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal MUST arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder MUST submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page MUST be signed by a general partner. If the bidder is a joint venture, the Signatory page MUST be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder MUST complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form MUST be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder MUST complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

4.4.4 SUBMITTALS FOR CATEGORY 1 PARTS & SERVICE

A) A current listing of emergency contacts and phone numbers for after regular business hours should be submitted with its bid proposal as per Section 3.13 of this RFP, or **MUST** be supplied within seven (7) business days upon notification from the State. Bidders failure to submit within the time frame allowed will be considered non-responsive to the bid proposal.

B) The bidder shall provide a standard warranty on workmanship and repair, which should be submitted with its bid proposal as per Section 3.16 of this RFP, or it **MUST** be supplied within seven (7) business days upon notification from the State. The bidders failure to submit within the time frame allowed will be considered non-responsive to the bid proposal.

The contractor shall also state warranty on parts provided as per Section 3.7 of this RFP, and the stated warranty must be submitted with all parts to the Using Agency as supplied by the contractor.

C) The bidder MUST provide on **Bidders Information Sheet # 2** – FAA licenses and certificates, provide a record of maintenance proficiency in accordance with the FARS and be (factory) trained by the manufacturer, as appropriate, for each type of engine, airframe, avionics, instruments and components being serviced with its bid proposal. Bidders failure to submit Bidders Information Sheet # 2 shall be cause for rejection of the bid proposal.

D) The bidder MUST submit certification and license as an approved FAA repair station with the bid proposal for service and parts with its bid proposal. Bidders failure to submit FAA repair station certification will be cause for rejection of bid proposal.

4.4.4.1 SUBMITTALS FOR CATEGORY 2 – PARTS ONLY

a) The contractor shall be certified by the FAA and appropriately licensed/certified by the manufacturer to provide the parts called for in this contract. **Bidder Information Sheet #3 – Warehouse and Service Details** should be included with the bid proposal, if not included with bid proposal, the bidder must submit **Bidder Information Sheet #3** within seven (7) business days of written notice from the State. Failure to submit **Bidder Information Sheet #3** within this time frame will be considered as non-responsive to the bid and will be rejected.

b) The contractor shall also state warranty on parts provided as per Section 3.7 of this RFP, and the stated warranty must be submitted with all parts to the Using Agency as supplied by the contractor.

4.4.4.2 SUBMISSION OF PRICE LISTS FOR BOTH CATEGORY 1 AND CATEGORY 2

The bidder must submit with its bid proposal, the manufacturer's most current published price lists relating to engine parts, airframe parts, avionics parts and instrument parts to be used in providing service for the aircrafts listed in this RFP for each type of aircraft being bid. **THIS WILL BE THE ONLY ACCEPTABLE FORMAT FOR BID PRICING for both Category 1 Parts & Service and Category 2 Parts only.**

Failure to submit a price list for price lines for each type of aircraft bid will result in the rejection of the bid proposal for that type of aircraft only.

4.4.4.3 SUBMISSION OF REVISED PRICE LISTS

For the second year of the contract, the State will permit contractor(s) to submit revised price lists for parts only which will be applicable for the second year of the contract period. The revised manufacturer's price list (**for parts only**) for each aircraft type awarded must be received by the Purchase Bureau no later than ten (10) business days prior to the end of year one of the contract. The discount originally bid will be applied to the price list for the second year of the contract. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the second year of the contract based on the manufacturer's parts price list originally submitted for the first year of the contract.

4.4.4.4 BIDDER EXPERIENCE - DATA SHEETS

The bidder MUST provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.7 PRICING

The bidder MUST submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract, except as noted in Section 4.4.4.3 of this RFP.

4.4.8 PRICE SHEET INSTRUCTIONS – CATEGORY 1 (PARTS & SERVICE)

4.4.8.1 Bidders submitting prices for Category 1 (contractor installed) parts and maintenance service are grouped by type of aircraft as listed below:

Group A - Price lines 00001 – 00010	Bell Helicopter 206/ 206 OHA+
Group B - Price lines 00015 – 00024	Bell Helicopter 205/ UH 1H
Group C - Price lines 00029 – 00038	Bell Helicopter 47G2
Group D - Price lines 00043 – 00052	Sikorsky Helicopter S76B
Group E - Price lines 00057 – 00066	Cessna U-206 Airplane
Group F - Price lines 00071 – 00080	Cessna 182 Airplane
Group G - Price lines 00085 – 00094	Piper PA-18 Airplane

The bidder may bid one or more groups of price lines in Category 1 as listed above, **but must bid all lines within a group** for each type of aircraft. The bidder's failure to submit bid prices for all price lines within a Category 1 group will be considered non-responsive to the bid and will result in rejection of its bid for that group, type of aircraft only.

4.4.8.2 Parts: The bidder must provide the FAA Type Certificate, Certificate Number Ratings and the percentage markup / discount from the manufacturers list column.

4.4.8.3 The bidder MUST bid only one percentage markup/discount for each price line offered. Do not bid multiple markups (10, 20, 30%) or a range of markups/discounts (10-20%) otherwise bid will be considered non-responsive and result in rejection of the bid proposal.

4.4.8.4 Labor rates: The bidder must provide the FAA Repair Station Number and hourly labor rate for service.

4.4.8.5 Maintenance labor rates: All logbook entries, record research and/or any other form of documentation associated with maintenance performance on all aircrafts shall be "No Charge".

4.4.9 PRICE SHEET INSTRUCTIONS – CATEGORY 2 (PARTS ONLY)

4.4.9.1 The bidder submitting prices for Category 2 parts only (user installed) may bid any one or more price lines per type of aircraft.

4.4.9.2 The bidders submitting prices for Category 2 parts only (user installed) are listed by type of aircraft as shown below:

Price lines 00011 – 00014	Bell Helicopter 206/ 206 OHA+
Price lines 00025 – 00028	Bell Helicopter 205/ UH 1H
Price lines 00039 – 00042	Bell Helicopter 47G2
Price lines 00053 – 00056	Sikorsky Helicopter S76B
Price lines 00067 – 00070	Cessna U-206 Airplane
Price lines 00081 – 00084	Cessna 182 Airplane
Price lines 00095 – 00098	Piper PA-18 Airplane

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4.4.9.3 Parts: The bidder must provide FAA Type Certificate, Certificate Number Ratings and the percentage markup / discount from the manufacturers list price column.

4.4.9.4 The bidder MUST bid only one percentage markup/discount for each price line offered. Do not bid multiple markups (10, 20, 30%) or a range of markups/discounts (10-20%) as they will not be considered.

4.4.10 PRICE SHEET INSTRUCTIONS -CATEGORY 3 (CONSIGNMENT ENGINES)

4.4.10.1 Bidders that submit bids for (price lines 00099 – 00110) as per Section 3.9 “Consignment Engines” must bid all items in each group, (monthly rental, hourly usage charge and re-certification charge) which are grouped by type of Aircraft. Bidders failure to bid all items in a group will be considered non-responsive to the bid for that group only.

**Contractors must submit the actual freight charges with the invoicing for payment.
(price lines 00111 and 00112)**

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

If the State extends the contract for a full period of one (1) year only, the contractor will have the opportunity to submit a new price list for the extension period. The new price list must be included with your official letter accepting the extension. If a price list is not included with your official letter, your second year price list will prevail for the extension period. In such case contractors will not be permitted to change any terms and conditions of the original award except updated of price lists only.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **one hundred twenty (120)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products **MUST** conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for

identification. All shipments MUST be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense. (Also see Section 3.9 of this RFP)

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.12 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39844.shtml>, contractor(s) MUST provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information MUST be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 PRICE

6.1.1.1 Category 1 - Repairs including parts (contractor installed)

For purposes of determining cost, the Purchase Bureau will use a consumption model based on the markup / discount of parts plus the hourly labor rate for type of repair of each make and model aircraft. The consumption model will be made available at the public bid opening. Information will not be available prior to the public bid opening.

6.1.1.2 Category 2 - Parts only (user installed)

Parts only (user installed) lines will be awarded based on the mark up / discount percentage bid ranked high to low.

6.1.1.3 Consignment Engines

Consignment Engines will be awarded based on total low bid by group for each type of aircraft. Bidders must bid all three items in each group (monthly rental, hourly usage rate and re-certification fee) to be eligible for an award. Bidder's failure to bid all items in the group will be considered non-responsive for that group only.

6.1.2 DOCUMENTATION OF QUALIFICATIONS AND EXPERIENCE OF BIDDER

6.1.2.1 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.2.2 Certification as a Federal Aviation Administration (FAA) approved repair station as documented in RFP Section 3.6

6.1.2.3 Appropriately licensed as a manufacturer and approved as a distributor or approved as a manufacturer's service center for the type of service and/or parts offered as per Section 3.6.1 of this RFP.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by

the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

7.2.1 Category 1; Parts & Service – Group awards shall be made by group/aircraft type (as listed below) to the four lowest responsive bidders in Category 1 for each type of aircraft /manufacturer for parts (contractor installed) and repairs based on a consumption model as described in Section 6.1.1.1

Group A - Price lines 00001 – 00010	Bell Helicopter 206/ 206 OHA+
Group B - Price lines 00015 – 00024	Bell Helicopter 205/ UH 1H
Group C - Price lines 00029 – 00038	Bell Helicopter 47G2
Group D - Price lines 00043 – 00052	Sikorsky Helicopter S76B
Group E - Price lines 00057 – 00066	Cessna U-206 Airplane
Group F - Price lines 00071 – 00080	Cessna 182 Airplane
Group G - Price lines 00085 – 00094	Piper PA-18 Airplane

7.2.2 Category 2; Parts only (user installed) - Line item awards for Parts only (user installed) as listed below will be made to the four lowest bidders offering the lowest markup or highest discount.

Price lines 00011 – 00014	Bell Helicopter 206/ 206 OHA+
Price lines 00025 – 00028	Bell Helicopter 205/ UH 1H
Price lines 00039 – 00042	Bell Helicopter 47G2
Price lines 00053 – 00056	Sikorsky Helicopter S76B
Price lines 00067 – 00070	Cessna U-206 Airplane
Price lines 00081 – 00084	Cessna 182 Airplane
Price lines 00095 – 00098	Piper PA-18 Airplane

7.2.3 Category 3 – Consignment Engines, group awards for Price lines 00099 – 00110 as per Section 3.7 “Consignment Engines” will be made to the low total responsive bidder in each group. Consignment Engines are grouped by type of aircraft as follows:

Price lines 00099 – 00101	Consignment Engine for Bell 206 Helicopter
Price lines 00102 – 00104	Consignment Engine for Bell 205 Helicopter
Price lines 00105 – 00107	Consignment Engine for Bell 47G Helicopter
Price lines 00108 – 00110	Consignment Engine for Sikorsky S76B Helicopter

Awards will be made, with reasonable promptness by written notice to those responsible bidders whose bids, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

The contractor shall secure and maintain in force for the term of the contract, insurance as provided herein and as applicable to the services/parts offered and awarded. The contractor shall provide the state of New Jersey with current insurance certificates for all coverages and renewals thereof which MUST contain the provision that the insurance provided in the certificate shall not be canceled or amended for any reason except after thirty days written notice to the

State of New Jersey. Certificates shall be forwarded to the addressees identified under agency contacts.

Within ten (10) days of notice of intent to award, the contractor shall provide the state with valid certificates of insurance coverage in accordance with the provisions herein. Said certificate shall include a signed certification stating as follows: "I certify that I have reviewed the insurance specifications of the contract for which this certificate is issued and that the insurance contracts identified herein meet all of said contract specifications."

7.3.1 INSURANCE REQUIREMENTS

The requirements contained in this section supplement those required pursuant to the State of New Jersey's Standard Terms and Conditions.

Each of the required insurance policies shall name the State of New Jersey as an additional insured.

All required insurance coverage's shall be in effect not later than 12:01 A.M. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Liability insurance MUST remain in effect for the duration for the contract including any extensions and for ninety (90) days following contract expiration/termination.

7.3.2 GENERAL LIABILITY INSURANCE

Limits of liability shall not be less than \$10,000,000 (ten million dollars) per occurrence for bodily injury liability and for property damage liability combined. This limit pertains to any contract item that could be considered a possible cause for an aircraft failure. The limit of \$1,000,000 shall apply to all other items.

7.3.4 ADDITIONAL INSURANCE

The contractor shall provide the following additional insurances:

Airport liability insurance as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$10,000,000 (ten million dollars) per occurrence for bodily injury liability and for property damage liability combined. The policy shall include Hanger Keepers' liability with limits of no less than \$3,000,000 (three million dollars) or the replacement value of the aircraft which ever is greater.

Non-owned aircraft liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and passenger liability. Limits of liability shall not be less than \$10,000,000 (ten million dollars) per occurrence for bodily injury liability and for property damage liability combined.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract **MUST** notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

METHOD OF OPERATION

T# 0172

Maintenance of Aircraft: Parts and Service

RFP 09-X-39844

Usage of this contract will be based on the Using Agency seeking Parts and/or Service from the lowest cost bidder capable of completing all aspects of the required service, combined with the ability of a contractor to meet the turnaround required on the specific repair.